DWELLING LEASE

Account No.: # 15 No. of Bedrooms 2-Br.

Project/Site: Victoria Gardens

1. DESCRIPTION OF PARTIES & PREMISES: The Housing Authority of the City of Brownsville, Texas: (hereinafter called the Authority) does hereby lease to Mr. Esequiel Gracia (hereinafter called the Tenant) the premises located at 1817 Lincoln Street Brownsville, Texas 78520 for the initial term starting April 1, 1985 and ending at midnight on April 30, 1985 at a rental of $ 185.00 for such initial term, under the terms and conditions stated herein. The premises leased are for the exclusive use and occupancy of the Tenant and his household consisting of the following named individuals who will reside in the dwelling unit:

Esequiel Gracia (Head)	_____
Santos Gracia (Brother)	_____
_____	_____
_____	_____
_____	_____

2. AMOUNT AND DUE DATE OF RENTAL PAYMENT: This lease shall be automatically renewed (except as specified in Section I) for successive terms of one month at a rental of $ 185.00 payable in advance at the office of the Authority on the first calendar day of each month beginning May 1, 1985 : This rent will remain in effect unless adjusted in accordance with Section 6 hereof.

3. SECURITY DEPOSIT: Tenant agrees to pay $ 50.00 as a Security Deposit to be used by the Authority at the Termination of this lease toward reimbursement of the cost of cleaning and repairing any damages beyond normal wear and tear to the

dwelling unit caused by Tenant, his family dependents, or guest and any rent or other charges owed by Tenant. Any refund of Security Deposit due the Tenant will be refunded within thirty (30) days after the Tenant yields possession.

4. UTILITIES: The Authority agrees to furnish utilities as provided in the current Utility Allowances posted in the Authority's office except on projects where tenants pay all or most of the utilities. Utilities used in excess of that authorized will be charged to the Tenant at the actual cost to the PHA, as posted in the Utility Allowances and will be payable on the first day of the second month in which the charges are accrued. The Authority will not be responsible for failure to furnish utilities by reasons of any cause beyond its control. Tenant agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, Tenant is unable to maintain sufficient heat, he shall immediately notify the Authority. Any damage to Tenants premises resulting from such failure to provide immediate notice shall be deemed to have been caused by the Tenant for the purpose of applying Section 10 of this lease.

5. EQUIPMENT: The Authority agrees to furnish a range and a refrigerator in working order.

6. RE-DETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY: Once each year Tenant agrees to furnish such information and certification regarding family composition and income as requested by the Authority for the purpose of determining Tenant's rent, eligibility, and appropriateness of dwelling size. This determination will be made in accordance with the Authority's "Schedule of Income Limits", and "Statement of Policies Governing Admissions and Continued Occupancy of Low Rent Public Housing" which are posted in the

Authority's office. Any rent charged as result of the re-determination outlined above, will become effective on the established anniversary date. Failure by tenant to provide truthful information on income or family composition shall constitute a violation of this Lease.

A. Rent as fixed in Section 2 hereof or as adjusted pursuant to the above will remain in effect for the period between regular rent re-determination unless during such period:

(1) Family circumstances change as follow:

(a) Decline in income which would justify a reduction in rent

(b) Change in family composition; or

(c) Such other circumstances as would create a hardship situation.

(2) It is found that Tenant has misrepresented to the Authority facts upon which his rent is based, so that the rent he is paying is less than he should have been charged. If this is found then the increase in rent will be made retroactive.

In the event of any rent adjustment pursuant to the above, the Authority will mail or deliver a "Notice of Rent Adjustment" to Tenant in accordance with Section 13 hereof. In the case of rent decreases, the adjustment will become effective the first of the following month. In case of rent increases, the adjustment will have effect the first of the following month, unless the rent increase results from finding of intentional misrepresentations under 6A (2) above.

The Tenant agrees to pay adjusted rents and back charges, if any, in accordance with approved "Schedule of Rents and Other Charges" and to accept a "Notice of Rent Adjustment" delivered as prescribed in Section 13.

B. If the Authority determines that size of the dwelling unit is no longer appropriate, Tenant will be notified in accordance with Section hereof, to transfer to the appropriate size dwelling unit when such unit is available.

C. The Authority shall not commence eviction proceedings, or refuse to renew a lease, based upon the income of the tenant family unless it has identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding the rent-income ratio as defined by the Authority for the purpose of determining rents, in accordance with 24 CFR 860, Subpart D, or 2) it is required to do so by local law. Pending their removal from the project such families are to be charged rents calculated on the percentage of total family income for rent purposes as defined by HUD Regulations and the Housing Authority.

8. OCCUPANCY OF THE DWELLING UNIT AND TENANTS OBLIGATIONS: Tenant agrees to sublet or transfer possession of the premises; nor to give accomodation [sic] to boarders or lodgers. Tenant further agrees not to use permit the use [sic] of dwelling unit for any purpose other than a private dwelling unit solely for Tenant and the Tenant's household as identified in this lease. This provision does not exclude accommodation of Tenant's guests or visitors for fourteen (14) days with written consent of the Authority and may include care of foster

child and live-in care for a member of the Tenant's family. Tenant agrees to abide by such necessary and reasonable regulation as may be promigated [sic] by the Authority for the benefit and well-being of the housing project and the Tenants which shall be posted in the Authority office and incorporated by reference in this lease. Tenant further agrees:

(a) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety;

(b) To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition;

(c) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner;

(d) To use only in reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators;

(e) To refrain from and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;

(f) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises project buildings, facilities or common areas caused by the tenant, his household or guests;

(g) To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not

disturb his neighbor's peaceful enjoyment of their accommodations and will be conductive to maintaining the project in decent, safe and sanitary condition;

(h) To refrain from illegal or other activity which impairs the physical or social environment of the project;

(i) To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear excepted, and to return the [illegible];

(j) Not to keep pets such as cats, dogs, animals, etc., in the dwelling unit or on the premises;

(k) Not to use firearms, BB guns, or pellet [illegible] Authority property;

(l) Tenant agrees to transfer to an appropriate [illegible] and, based on family composition, upon [illegible] by the Authority that such a dwelling and is available;

(m) The tenant, member of the household and guests shall not park their vehicles anywhere else but the parking areas on the streets;

(n) The Tenant shall not carry on any business whatever not display signs of any type in or about the premises;

(o) The Tenant shall not use or keep inflammable materials on the premises or in storage rooms nor use any method of heating other than that supplied by the Authority;

(p) No nails, bolts, or screws shall be placed in the walls, floors, doors or trim, and all electric wiring shall be done or supervised by the Authority;

(q) The Authority in all cases shall retain the right to control and prevent access into the building and ground of all persons whom it considers undesirable;

(r) All personal property placed on the premises shall be at the risk of the Tenant or owner of such personal property and the Owner will not be responsible for any damage to such personal property from any cause.

9. AUTHORITY'S OBLIGATION ON MAINTENANCE AND REPAIR:

A. The Authority agrees to keep the building facilities, common area and grounds, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition and to make necessary repairs to the premises. The Authority further agrees to:

(1) To comply with requirements of applicable building codes, housing codes and HUD regulations materials affecting health and safety.

(2) To maintain in good and safe working order and condition electrical plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by the PHA;

(3) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation

within the exclusive control of the Tenant and supplied by a direct utility connection; and

(4) To maintain the premises and the project in decent, safe and sanitary condition.

B. The Authority may authorize a Tenant by "Written Rider" hereto specifying the task, in accordance with Section 15 hereof, to perform seasonal maintenance or other maintenance tasks, as permitted by the nature of the design and construction of the dwelling and according to local custom, provided that such agreement is made in good faith and not for the purpose of evading the obligations of the Authority.

C. Maintenance and repair work (beyond normal wear and tear) caused by the Tenant, his household or guests, will be charged to the Tenant. Such charges shall be billed at a rate as specified in the "Schedule of Charges for Maintenance and Repair" as posted in the Authority's office. Payment for such charges are due and payable on the first day of the second month following the month in which the charge is made.

10. DEFECTS HAZARDOUS TO LIFE, HEALTH – SAFETY: When conditions are created which are hazardous to life, health, or safety of the occupants, the Tenant shall immediately notify the Authority of the damage. The Authority shall be responsible for the repair of the unit within a reasonable time, provided, that if the damages were caused by the Tenant, Tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant, payable on the first day of the second month following the month in which the charges are made.

If repairs of the defects or damages cannot be made within a reasonable time, the Authority shall offer standard alternative accommodations, if available, in the event the Authority fails to fulfill its responsibility the Tenant's rent shall abate in proportion to the seriousness of the damages and loss in value as a dwelling except the cost of utilities furnished by the Authority shall not abate. Rent shall not abate if the Tenant rejects the alternative accommodations or if the damages were caused by the Tenant, Tenant's household or guests.

11. INSPECTION: Before occupancy by the Tenant, the Authority and the Tenant or his representative shall inspect the dwelling unit and the Tenant will receive a written statement of the condition of the unit and the equipment furnished therein. Tenant agrees that the authorized agent, employee or representative of the Authority will be permitted to enter Tenant's dwelling unit for the purpose of performing routine inspection, maintenance and for making improvement and repairs, or to show the premises for releasing. Such entry may be made only during reasonable hours after a two day advance notice in writing to the Tenant of the time, date and purpose, provided however, the Authority shall have the right to enter Tenant's dwelling unit without prior notice to Tenant if the Authority reasonably believes that an emergency exists which requires such entry. The Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises whenever entry is made when the Tenant and all adult members of the household are absent. When the Tenant vacates, the Authority will inspect the dwelling unit and give the Tenant a written statement of the charges, if any for which the Tenant is responsible. Tenant and or his representative may join in such inspection.

12. TERMINATION OF LEASE: This lease may be terminated by the Authority at any time by giving a written notice as set forth in Section 13, except that such written notice may only be given for serious or repeated violations of material terms of the lease such as failure to make payments due under the lease or to fulfill the Tenant's obligations set forth in Section 8 or for other good cause. If the Authority should elect to terminate this lease, the written notice of termination must be given:

(a) Fourteen (14) days in advance in the case of failure to pay rent;

(b) A reasonable time depending on the seriousness of the situation in the case of creation or maintenance of a threat or safety of other Tenants or Authority employees; and

(c) Thirty (30) days in all other cases.

The notice of termination of the Tenant shall state reasons for termination and shall inform the Tenant of his right to:

(a) Make such a reply as he may wish; and

(b) Request a hearing in accordance with the Authority's Grievance Procedure.

THE TENANT MAY TERMINATE THIS LEASE AT ANY TIME BY GIVING FIFTEEN (15) DAYS WRITTEN NOTICE IN THE MANNER SPECIFIED IN SECTION 13 OR BY NOTIFYING THE AUTHORITY IN PERSON AT THE OFFICE OF THE AUTHORITY. IF THE TENANT DOES NOT GIVE THE AUTHORITY FIFTEEN (15) DAYS NOTICE, THE AUTHORITY MAY CHARGE THE TENANT FOR ANY VACANCY LOSS. THE HOUSE KEYS MUST BE ALSO PROMPTLY RETURNED TO AVOID ANY ADDITIONAL RENTAL CHARGES.

Notice by either party to this lease may be given on any day of the month.

13. LEGAL NOTICES: Any notice required hereunder will be sufficient if delivered in writing to Tenant personally or to an adult member of his family resident in the dwelling unit, or is sent by certified mail return receipt requested properly addressed to Tenant. Notice to the Authority must be in writing, and either delivered to the office of the Housing Authority, or sent to the Authority by prepaid first class mail.

14. GRIEVANCE PROCEDURE: All grievances or appeals arising under this lease shall be processed and resolved pursuant to the Grievance Procedure of the Authority, which procedure is posted in the Authority's office and incorporated herein by reference.

15. CHANGES: This lease, including any future adjustments of rent or dwelling unit, is the entire agreement between the Authority and Tenant. No change herein shall be made except by a Written Rider, signed and dated by both parties, other than with respect to the "Notice of Rent Adjustment" as provided in Section 6 hereof.

IN WITNESS HEREOF, the parties have executed this lease Agreement this 1st day of April 1985 at Brownsville, Texas
(State)

HOUSING AUTHORITY OF THE CITY OF BROWNSVILLE, TEXAS

✔ /s/ Esequiel Gracia
(Tenant)

By: /s/ Frances ReMeza
Authorized
Representative